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upon payment of a sum down and of one of the purchase-money notes before maturity a specific part of the land should be conveyed at once. *Held*, that payment took the case out of the statute. *Segers v. Williams*, 93 S. E. 215 (Ga.).

The decision might rest on statute 1910 GA. CIV. CODE, § 4634. But the same result should be reached apart from statute, since there could be no new taking possession under the parol contract and payment of the purchase-money note before maturity was an act solely referable to a contract as to the land. *Wills v. Stradling*, 3 Ves. Jr. 378; *Mundy v. Jolliffe*, 5 My. & Cr. 167; *Spear v. Orendorf*, 26 Md. 37. *Cf. Malins v. Brown*, 4 N. Y. 403. In most of the cases of payment of money niceties of chancery pleading were invoked to show that the payment was solely referable to the contract. Here as the purchase-money note was in substance a part of the written contract to convey, which the parol agreement modified, and the note could not be paid before maturity without a new contract, the payment itself testifies to some new contract. In this respect the case is like *Mundy v. Jolliffe*, *supra*.

STATUTES — INTERPRETATION — CONSTRUCTION OF STATUTE PUNISHING CONSPIRACIES TO DEFRAUD THE UNITED STATES. — Defendants conspired to induce voters to vote more than once at a primary election for United States Senator. They were indicted under section thirty-seven of the United States Criminal Code for conspiring to defraud the United States. *Held*, that demurrers to the indictments were rightly sustained. *United States v. Gradwell*, 37 Sup. Ct. 407. See NOTES, p. 303.

TRUSTS — CREATION AND VALIDITY — VALIDITY OF TRUST FOR PROMOTION OF ATHEISM. — In 1908 one Charles Bowman died leaving his property to trustees upon trust after the death of his wife for the Secular Society, Limited, of London. This society was a registered company. Its chief object as stated in its memorandum of association was "To promote, in such ways as may from time to time be determined, the principal that human conduct should be based upon natural knowledge, and not upon supernatural belief, and that human welfare in this world is the proper end of all thought and action." Subsidiary objects were mentioned in the memorandum, such as the promotion of the secularization of the state and of universal secular education in schools maintained by taxation, the recognition by the state of marriage as a purely civil contract, the repeal of Sabbatarian laws, and, finally, the doing of "all such other lawful things as are conducive or incidental to the attainment of all or any of the above objects." The next of kin disputed the validity of the legacy on the ground that the objects of the society were unlawful. *Held* (Finlay, L. C., dissenting), that the trust was lawful. *Bowman v. Secular Society, Limited*, [1917] A. C. 406. See NOTES, p. 291.

TORTS — OCCUPIERS OF PREMISES — WILFUL INJURY TO TRESPASSERS. — A trespasser on premises of a street railway company was injured by coming in contact with an iron pole and loose wires lying on the ground as rubbish which had become charged with electricity. The day of the accident a car-shifter on the premises had been notified of the dangerous condition of the pole and had failed to report it to his superiors. For a long time prior to the accident trespassers had been passing over the company's premises at this point with knowledge of the superintendent, as the car-shifter knew. *Held*, that the jury were warranted in finding wilful and wanton conduct for which defendant would be liable to a trespasser. *Romana v. Boston Elevated Railway*, 226 Mass. 532, 116 N. E. 218.

For a discussion of this case, see NOTES, p. 295.